

Appendix A

Implementation Agreement

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AGREEMENT

National Pollutant Discharge Elimination System
Stormwater Discharge Permit
Implementation Agreement
Santa Ana Region
(Santa Ana Drainage Area)

This Agreement, entered into as of this 9th day
of May, 1997, ~~1996~~ by the RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT (herein called DISTRICT), the
COUNTY OF RIVERSIDE (herein called COUNTY), and the CITIES OF
BEAUMONT, CALIMESA, CANYON LAKE, CORONA, HEMET, LAKE ELSINORE,
MORENO VALLEY, NORCO, PERRIS, RIVERSIDE and SAN JACINTO, (herein
called CITIES), establishes the responsibilities of each party
concerning compliance with the National Pollutant Discharge
Elimination System (NPDES) Stormwater Discharge Permit (NPDES
Permit) issued by the California Regional Water Quality Control
Board - Santa Ana Region pursuant to Order No. 96-30.

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal
Clean Water Act (CWA) (33 U.S.C. §1342(p)); and

WHEREAS, Section 402(p) of the CWA requires certain municipali-
ties, industrial facilities and persons conducting certain
construction activities to obtain an NPDES Permit before discharg-
ing stormwater into navigable waters; and

WHEREAS, Section 402(p) further requires the Federal Environ-
mental Protection Agency (EPA) to promulgate regulations for NPDES
Permit applications; and

WHEREAS, EPA adopted such regulations in November 1990; and

WHEREAS, EPA delegated authority to the California Regional

1 Water Quality Control Board-Santa Ana Region (RWQCB-SAR) to
2 administer the NPDES permitting process within the boundaries of
3 that region; and

4 WHEREAS, DISTRICT was created to provide for the control of
5 flood and stormwaters within the County of Riverside and is empow-
6 ered to investigate, examine, measure, analyze, study and inspect
7 matters pertaining to flood and stormwaters; and

8 WHEREAS, on January 3, 1995 DISTRICT, COUNTY AND CITIES
9 submitted NPDES Permit Application No. CAS 618033 for an area-wide
10 NPDES Permit; and

11 WHEREAS, the NPDES Permit Application was submitted in
12 accordance with the previous NPDES Permit (Order No. 90-104, NPDES
13 No. CA 8000192) which expired on July 1, 1995; and

14 WHEREAS, RWQCB-SAR issued a new NPDES Permit to DISTRICT,
15 COUNTY and CITIES on March 8, 1996; and

16 WHEREAS, the NPDES Permit governing municipal stormwater
17 discharges meets both the requirements of Section 402(p)(3)(B) of
18 the CWA and all requirements applicable to an NPDES Permit issued
19 under RWQCB-SAR'S discretionary authority in accordance with
20 Section 402(a)(1)(B) of the CWA; and

21 WHEREAS, the NPDES Permit designates DISTRICT as the "Principal
22 Permittee", and COUNTY and CITIES as "Co-Permittees"; and

23 WHEREAS, cooperation between DISTRICT, COUNTY and CITIES in the
24 administration and implementation of the NPDES Permit is in the
25 best interests of DISTRICT, COUNTY and CITIES; and

26 WHEREAS, DISTRICT is willing to share the expertise of its
27 staff with COUNTY and CITIES so that they can join in implementing
28

1 the requirements of the NPDES Permit; and

2 WHEREAS, DISTRICT, COUNTY and CITIES are to perform certain
3 activities prescribed in the NPDES Permit that will benefit all
4 parties.

5 NOW, THEREFORE, the parties hereto do mutually agree as
6 follows:

7 1. Incorporation of the NPDES Permit. The NPDES Permit
8 issued to DISTRICT, COUNTY and CITIES by RWQCB-SAR pursuant to
9 Order No. 96-30 is attached to this Agreement as EXHIBIT A and is
10 hereby incorporated by reference in its entirety and made a part of
11 this Agreement.

12 2. Delegation of Responsibilities. The responsibilities of
13 each of the parties shall be as described in the NPDES Permit and
14 reiterated as follows:

15 a. DISTRICT, at no cost to COUNTY and CITIES, shall
16 assume the responsibilities and meet the requirements
17 of the NPDES Permit by:

18 (1) Complying with Section I (RESPONSIBILITIES OF
19 THE PRINCIPAL PERMITTEE).

20 (2) Complying with Sections III (DISCHARGE LIMITA-
21 TIONS), IV (RECEIVING WATER LIMITATIONS), and V
22 (PROVISIONS) as they pertain to District facili-
23 ties and operations.

24 (3) Performing all the sampling data collection and
25 assessment requirements described in the NPDES
26 Permit MONITORING AND REPORTING PROGRAM.

27 (4) Performing all the reporting requirements
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1 described in the NPDES Permit MONITORING AND
2 REPORTING PROGRAM. With respect to such report-
3 ing requirements, the DISTRICT shall specifi-
4 cally:

5 (a) Prepare the required narrative for all
6 reports; and

7 (b) Provide COUNTY and CITIES an opportunity
8 to review and comment on any such narra-
9 tive.

10 b. COUNTY and CITIES shall, at no cost to DISTRICT,
11 assume the responsibilities and meet the requirements
12 of the NPDES Permit for land area and facilities
13 within their individual jurisdictions by:

14 (1) Complying with Section II (RESPONSIBILITIES OF
15 THE CO-PERMITTEES).

16 (2) Complying with Sections III (DISCHARGE LIMITA-
17 TIONS), IV (RECEIVING WATER LIMITATIONS), and V
18 (PROVISIONS) as they pertain to COUNTY and
19 CITIES facilities and operations.

20 (3) Demonstrating compliance with all NPDES Permit
21 requirements through timely implementation of
22 the approved Drainage Area Management Plan
23 (DAMP) and any approved modifications, revi-
24 sions, or amendments thereto.

25 (4) Providing to DISTRICT (on DISTRICT approved
26 forms) all information needed to satisfy the
27 reporting requirements described in the NPDES
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1 Permit MONITORING AND REPORTING PROGRAM. The
2 COUNTY and CITIES shall specifically:

3 (a) Provide information on existing stormwater
4 facilities and/or other data as it per-
5 tains to COUNTY or CITIES facilities when
6 requested by DISTRICT.

7 (b) Submit their individual reports to DIS-
8 TRICT for incorporation into DISTRICT'S
9 narrative no later than November 1 of each
10 year.

11 3. Shared Costs. In the event DISTRICT requires the services
12 of a consultant or consultants to prepare manuals, develop programs
13 or perform studies relevant to the entire permitted area, the cost
14 of said consultant services will be shared by DISTRICT, COUNTY and
15 CITIES. The shared costs shall be allocated as follows:

<u>Party</u>	<u>Percentage Contribution</u>
DISTRICT	50
COUNTY & CITIES	50

19 The individual percentage contribution from COUNTY and
20 individual CITIES shall be a function of population. More
21 specifically, such contribution shall be calculated as the
22 population of COUNTY or individual CITIES, divided by the total
23 population of all the co-permittees multiplied by 50, i.e.,:

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25
$$\text{Contribution (\%)} = 50(x_n/x_{\text{tot}})$$

26 x_n = population of COUNTY or individual CITIES

27 x_{tot} = total population of COUNTY and CITIES in the
Santa Ana Drainage Area

28 50 = total percentage excluding DISTRICT portion

1 The population of COUNTY and CITIES will be based on the
2 latest California State Department of Finance population figures
3 issued in May of each year.

4 The total shared cost of consultant services shall not
5 exceed \$200,000.00 annually.

6 COUNTY and CITIES shall be notified in writing of
7 DISTRICT'S request for proposals from consultants, selection of a
8 consultant, consultant's fee, and contract timetable and payment
9 schedule.

10 COUNTY and CITIES shall pay to DISTRICT their share of the
11 shared costs within 60 days of receipt of an invoice from DISTRICT.

12 4. Term of the Agreement. The term of this Agreement shall
13 commence on the date the last duly authorized representative of
14 DISTRICT, COUNTY or CITIES executed it. The term of the Agreement
15 shall be indefinite or as long as required for compliance with the
16 CWA, unless each of the co-permittees withdraws in accordance with
17 the terms of this Agreement.

18 5. Additional Parties. Any City which incorporates after the
19 date of issuance of the NPDES Permit and/or after the date of
20 execution of this Agreement may file a written request with
21 DISTRICT asking to be added as a party. Upon receipt of such a
22 request, DISTRICT shall solicit the approval or denial of each co-
23 permittee. If a majority of the co-permittees, each having one,
24 co-equal vote, approves the addition of the City, DISTRICT, on
25 behalf of the co-permittees, will ask RWQCB-SAR to add the City to
26 the NPDES Permit as an additional co-permittee. Once the City is
27 made an additional co-permittee to the NPDES Permit, this Agreement
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1 shall be amended to reflect the addition, and the City shall,
2 thereafter, comply with all provisions of the NPDES Permit and this
3 Agreement. Upon execution of the amended Agreement, the City shall
4 be responsible for the shared costs discussed in Section 3 of this
5 Agreement for the current and any subsequent budget year.

6 6. Withdrawal from the Agreement. Any party may withdraw
7 from this Agreement 60 days after giving written notice to DISTRICT
8 and RWQCB-SAR. The withdrawing party shall agree in such notice to
9 file for a separate NPDES Permit and to comply with all of the re-
10 quirements established by RWQCB-SAR. In addition, withdrawal shall
11 constitute forfeiture of all of the withdrawing party's share of
12 the costs described in Section 3 of this Agreement. The withdraw-
13 ing party shall be responsible for all lawfully assessed penalties
14 as a consequence of withdrawal. The cost allocations to the
15 remaining parties will be recalculated in the following budget
16 year.

17 7. Non-compliance with Permit Requirements. Any party found
18 in non-compliance with the conditions of the NPDES Permit within
19 its jurisdictional boundaries shall be solely liable for any
20 lawfully assessed penalties. Common or joint penalties shall be
21 calculated and allocated between the parties according to the
22 formula outlined in Section 3 of this Agreement.

23 8. Amendments to the Agreement. This Agreement may be
24 amended by consent of the parties which represent a majority of the
25 percentage contribution as described in Section 3 of this Agree-
26 ment. Each party's vote will be calculated according to the
27 percentage contribution of each party as described in Section 3 of
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1 this Agreement. No amendment to this Agreement shall be effective
2 unless it is in writing and signed by the duly authorized represen-
3 tatives of the majority of the parties.

4 9. Authorized Signatories. The General Manager-Chief
5 Engineer of DISTRICT, the Chief Executive Officer of COUNTY and the
6 City Managers of CITIES (or their designees) shall be authorized to
7 execute all documents and take all other procedural steps necessary
8 to file for and obtain an NPDES Permit(s) or amendments thereto.

9 10. Notices. All notices shall be deemed duly given when
10 delivered by hand; or three (3) days after deposit in the U.S.
11 Mail, postage prepaid.

12 11. Governing Law. This Agreement will be governed and
13 construed in accordance with laws of the State of California. If
14 any provision or provisions of this Agreement shall be held to be
15 invalid, illegal or unenforceable, the validity, legality and
16 enforceability of the remaining provisions shall not in any way be
17 affected or impaired hereby.

18 12. Consent to Waiver and Breach. No term or provision hereof
19 shall be deemed waived and no breach excused, unless the waiver or
20 breach is consented to in writing, and signed by the party or
21 parties affected. Consent by any party to a waiver or breach by
22 any other party shall not constitute consent to any different or
23 subsequent waiver or breach.

24 13. Applicability of Prior Agreements. This Agreement and the
25 exhibits attached hereto constitute the entire Agreement between
26 the parties with respect to the subject matter; all prior agree-
27 ments, representations, statements, negotiations and undertakings
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1 are superseded hereby.

2 14. Execution in Counterparts. This Agreement may be executed
3 and delivered in any number of counterparts or copies ("counter-
4 part") by the parties hereto. When each party has signed and
5 delivered at least one counterpart to the other parties hereto,
6 each counterpart shall be deemed an original and, taken together,
7 shall constitute one and the same Agreement, which shall be binding
8 and effective as to the parties hereto.

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1 IN WITNESS WHEREOF, this Agreement has been executed
2 as of the day and year first above written.
3

4 RECOMMENDED FOR APPROVAL:

5 David P. Zappe
6 DAVID P. ZAPPE
General Manager-Chief Engineer

7 APPROVED AS TO FORM:

8 WILLIAM C. KATZENSTEIN
9 County Counsel

10 By Kathleen A. Lashbrook
Deputy

11 Dated 10/10/96
12

13 RECOMMENDED FOR APPROVAL:

14 By Richard Lashbrook
15 RICHARD LASHBROOK, Transportation
and Land Management Agency Director
16 Dated 10/25/96

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By John F. Tavaglione
Chairman, Flood Control and
Water Conservation District
JOHN F. TAVAGLIONE

ATTEST: 11/12/94
GERALD A. MALONEY
Clerk of the Board

By Margu Hernandez
Deputy

(SEAL)

COUNTY OF RIVERSIDE

By Kay Camacho
Chairman, Board of Supervisors

ATTEST:

GERALD A. MALONEY
Clerk of the Board

By Margu Hernandez
Deputy

(SEAL)

1
2 APPROVED AS TO FORM:

3 By _____
4 City Attorney .

CITY OF BEAUMONT .

By James C. Leger
Mayor

ATTEST:

By Cherry N. Taylor
City Clerk

(SEAL)

1 APPROVED AS TO FORM:

2 By Montgomery P. Battman
3 City Attorney

CITY OF CALIMESA

By James O. Hyatt
Mayor

4 ATTEST:

5 By Wanda Steadman
6 City Clerk

7 (SEAL)

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APPROVED AS TO FORM:

By Elizabeth Martyn
City Attorney

CITY OF CANYON LAKE

By Carol Ann Barrett
Mayor

ATTEST:

By H. Bennett
City Clerk

(SEAL)

1 APPROVED AS TO FORM:

2 By Stephen P. Dertsch
3 City Attorney

CITY OF CORONA

By Andrea M. Pugs
Mayor

ATTEST:

By Sidnie D. Lingenfelten
City Clerk

(SEAL)

1 APPROVED AS TO FORM:

CITY OF HEMET

2 By Robert A. Henderson
3 City Attorney

By Lori W. Grudale
Mayor

4 ATTEST:

5 By Larry K. Kline
6 City Clerk

7 (SEAL)

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APPROVED AS TO FORM:

By *John H. [Signature]*
City Attorney

CITY OF LAKE ELSINORE

By *Sam W. [Signature]*
Mayor

ATTEST:

By *Vicki [Signature]*
City Clerk

(SEAL)

1 APPROVED AS TO FORM:

2 By Robert D. Herrick
3 City Attorney

CITY OF MORENO VALLEY

By Donna Lanning
Mayor

4 ATTEST:

5 By Alicia Chavez
6 City Clerk

7 (SEAL)

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APPROVED AS TO FORM:

By John H. Hays
City Attorney

CITY OF NORCO

By Rollin A. Koyne
Mayor

ATTEST:

By John L. McNay
City Clerk

(SEAL)

1
2 APPROVED AS TO FORM:

3 By Elise K. Legum
4 City Attorney

CITY OF PERRIS

5 By Al Sanders
6 Mayor

7 ATTEST:

8 By [Signature]
9 City Clerk

10 (SEAL)

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APPROVED AS TO FORM:

By Robert D. Lams 1/9/97
Asst City Attorney

CITY OF RIVERSIDE

By John E. Holmes
~~Mayor~~ City Manager

Date: May 9, 1997

ATTEST:

By Colleen Nicol
City Clerk

(SEAL)

1 APPROVED AS TO FORM:

2
3 By _____
4 City Attorney

CITY OF SAN JACINTO

By Jim Linner
Mayor

ATTEST:

By Samela L. Lee 11/18/96
City Clerk

(SEAL)

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